



CYNTHIA D. BANKS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

February 10, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT A GRANT FROM THE FEDERAL TRANSIT
ADMINISTRATION'S SECTION 5317 NEW FREEDOM PROGRAM TO ENHANCE
TRANSPORTATION RELATED SERVICES FOR PERSONS WITH DISABILITIES.
(ALL SUPERVISORIAL DISTRICTS AFFECTED) (4 VOTES)**

SUBJECT

This Board letter requests approval to accept a FY 2008-09 grant from the Federal Transit Administration's (FTA) Section 5317 New Freedom Program to enhance transportation related services for disabled, frail elderly, and low income qualified individuals seeking integration into the work force.

IT IS RECOMMENDED THAT YOUR BOARD

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept a FY 2008-09 grant award in the amount of \$150,000 from the Federal Transit Administration's Section 5317 Freedom Program for the "Los Angeles County Area Agency on Aging (AAA) Door-to-Door (with Door-through-Door) Transportation Program" study.
2. Authorize the Director of CSS, or designee, to negotiate and execute a Memorandum of Understanding (MOU) substantially similar to Attachment A, with the FTA's Los Angeles County Metropolitan Transportation Authority (LACMTA).
3. Authorize the Director of CSS, or designee, to accept additional funding from the FTA provided that the Director of CSS notifies, in writing, the Board of Supervisors and the Chief Executive Office (CEO) within 10 business days of accepting the funds.
4. Approve the budget adjustment, Attachment B, in the amount of \$150,000 to the Department's FY 2008-09 adopted budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

This recommended action will enable CSS to prepare a feasibility study and implementation plan to enhance transportation related services for disabled, frail elderly, and low income qualified individuals seeking integration into the work force. Through this study, CSS will identify priorities for the implementation of a transportation door-to-door and door-through-door plan. The plan will also help us identify transportation partners for the 10 Alzheimer's Day Care Resource Centers, 14 senior service centers, and our nutritional and federally funded employment and training service sites.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with principles of the Countywide Strategic Plan goals of Service Excellence, Children and Families' Well Being, Community Services, and organizational Effectiveness.

FISCAL IMPACT/FINANCING

The grant of \$150,000 will cover 80% of the estimated costs associated with the preparation of an implementation plan to enhance transportation related services for disabled, frail elderly, and low income qualified individuals. CSS will provide a match of \$37,500. There is no impact on the General Fund. Funding for the grant amount of \$150,000 was not included in the Department's FY 2008-09 adopted budget. For this reason, this Board Letter seeks approval of the attached budget adjustment for the FY 2008-09 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines require that County departments prepare a Grant Management Statement prior to the departments carrying out the activities related to the grant. Accordingly, the Grant Management Statement (Attachment C) for this grant is attached.

The Department is responsible for identifying unmet needs as well as planning, coordinating and implementing programs that promote the health, dignity and well-being of our older residents. The AAA contracts with 49 community agencies to deliver services that promote independent lifestyles to the aged population in Los Angeles County. The Memorandum of Understanding (MOU) between Los Angeles County Department of Community and Senior Services and LACMTA is expected to be finalized by February 27, 2009. Program funding will be contingent upon the execution of the MOU with LACMTA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will allow the Department to assess the feasibility of providing its service population with easier access to transportation services. We estimate that the strategies developed in Phase I of this project will provide invaluable information to successfully enhance the transportation services to disabled, frail elderly, and low income individuals.

CONCLUSION

Upon Board approval please mail two copies of the adopted Board Letter to Jose N. Rivas, Budget Director, Community and Senior Services Department, at 3175 West Sixth Street, Los Angeles, CA 90020.

Respectfully submitted,



CYNTHIA D. BANKS
Director

CDB:jr

Attachments

c: Raymond G. Fortner, Jr., County Counsel
Wendy L. Watanabe, Acting Auditor Controller

GRANT NUMBER
FY2008: CA-57-X100-00

AGMT# MOU

FUNDING AGREEMENT FOR SECTION 5317 NEW FREEDOM PROGRAM GRANT FUNDS

This funding Agreement for Section 5317 New Freedom Program Funds (the "Agreement") is dated as of October ____, 2008, and is by and between the ____ (the "Agency") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. On May 25, 2006 the LACMTA Board adopted a resolution declaring LACMTA to be a Designated Recipient for formula funds from the Federal Transit Administration (FTA) Section 5317 New Freedom Program.
- B. Pursuant to the LACMTA Board action of May 25, 2006, the LACMTA Chief Executive Officer (CEO) or his/her designee is authorized to enter into agreements with interested cities and local agencies in Los Angeles County for LACMTA in its role as the Designated Recipient for Section 5317 New Freedom grant funds (the "Federal Funds").
- C. On July 15, 2008 the LACMTA's CEO approved the award of \$ ____ to the Agency for the Project as defined below.
- D. As the Agency is currently not able to directly apply for the Federal Funds, LACMTA prepared and submitted a grant application to the FTA on the Agency's behalf.
- E. On August 18, 2008, the FTA awarded LACMTA grant CA-57-X100-00 for the Federal Funds. The grant agreement executed between FTA and LACMTA (the "Federal Grant"), includes Federal Funds of \$ ____, for capital assistance to purchase six accessible taxi vehicles to support the Agency's addition to the fleet of available accessible taxis for disabled clients (the "Project").
- F. The total cost for the Project described in the Scope of Work, attached as Exhibit "A", hereto is estimated to be \$ ____ ("Estimated Cost").
- G. The Agency has agreed to provide the required local match of \$ ____, as described in the Financial Plan, attached as Exhibit "B" and any additional funding required to complete the Project.
- H. LACMTA assumes no responsibility for the funding of any portion of the Project.

LACMTA

is only acting as a pass through conduit for the Agency.

- I. The Agency understands that the Federal Funds provided herein is subject to the federal lapsing policy and that it must have obtained the environmental clearance required by federal regulations to use the Federal Funds
- J. The parties desire to execute this Agreement so the LACMTA may pass along the Federal Funds received from the Federal Grant to the Agency.

1. PAYMENT OF FUNDS.

1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall forward Federal Funds in an amount not to exceed \$ _____ (the "Funding Amount") to the Agency subject to the terms and conditions of the Federal Grant and this Agreement.

1.2 Payments to the Agency will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement which complies with the requirements of Section 4 below.

1.3 The Agency shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), Federal Department of Labor (DOL), FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Grant, and as pass-through agency.

2. LACMTA COSTS

2.1 LACMTA will not charge the Agency for administering these Federal Funds.

3. TERM

3.1 The term of this Agreement shall commence upon the date first referenced above, and shall terminate upon termination of the Federal Grant, unless terminated earlier as provided herein. The last expenditure date shall be three years after the execution date of this Agreement or the grant award date, whichever is later.

4. REQUEST FOR REIMBURSEMENT.

4.1 The Agency shall contribute at least the statutorily or other required local contribution of matching funds (other than federal funds), if any is specified within this

Agreement or any attachments hereto, toward the actual costs of the Project. The Agency's match under this agreement is \$ _____ (the "Local Match").

4.2 Not more frequently than once a month, the Agency will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by the Agency consistent with the project Scope of Work. The Request for Reimbursement submitted by the Agency shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement will report the total of Project expenditures and will specify the percent and amount of Federal Funds to be reimbursed. The Request for reimbursement shall be accompanied by a detailed invoice describing all invoiced work completed.

4.4 If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the effective date of this Agreement, which costs could be credited toward the required local contribution described herein provided that LACMTA has received prior written federal approval for such expenditures.

4.5 LACMTA will retain 10% of each invoice amount until LACMTA has evaluated the Agency's performance according to the criteria specified by LACMTA and the data provided by the Agency, and made a determination that all contract requirements under this Agreement have been satisfactorily fulfilled. The Agency shall invoice LACMTA for the 10% retention together with the submittal of Notice of Substantial Completion.

4.6 Eligible Project costs are described in the Federal Grant and FTA guidelines.

4.7 Request for Reimbursement must be submitted on the Agency's letterhead.

4.8 The Agency should consult with LACMTA staff for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funding amount specified in paragraph 1.1 above. No request for reimbursement will be processed by LACMTA after the grant termination date.

4.10 If any amounts paid to the Agency are disallowed or not reimbursed by the FTA for any reason, the Agency shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.11 Agency shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. Agency acknowledges responsibility for obtaining copies of and complying with the terms of the

most recent federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.12 All requests for reimbursement shall be transmitted to LACMTA Accounts Payable using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# MOU. _____ (CA-57-X100-00)

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# MOU. _____ (CA-57-X100-00)

A copy of all requests for reimbursement shall also be forward to the LACMTA project manager:

Los Angeles County Metropolitan Transportation Authority
Regional Grants Management Administration
Attention: Vincent Lorenzo, JARC/New Freedom Project Manager
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952
LorenzoV@Metro.net

4.13 Agency shall update the LACMTA Project Manager in writing regarding any changes to the Project management team. Unless otherwise specified, the following Agency address and contact person will be used by LACMTA for all correspondence and documentation relevant to this agreement and requests for reimbursement shall be transmitted to this agreement.

The Agency's Address:

Attention: _____

5. EFFECTIVE DATE AND START OF REIMBURSABLE ACTIVITIES.

Unless written notification is otherwise provided by LACMTA, the effective date and start date of reimbursable activities is the Federal Grant award date. Actual reimbursement of eligible

work cannot occur until LACMTA and the Agency execute this Agreement and LACMTA has entered into the Federal Grant with the FTA.

6. FEDERAL REQUIREMENTS.

6.1 The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the Scope of Work and in accordance with the Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

- (a) Assurances of legal authority.
- (b) Certification of non-debarment, suspension or termination.
- (c) Certification of a drug-free workplace.
- (d) Intergovernmental review.
- (e) Civil Rights review, including Title VI Program review.
- (f) Disadvantaged Business Enterprise (DBE) assurances.
- (g) Disability nondiscrimination (ADA).
- (h) Office of Management and Budget (OMB) certification.
- (i) Lobbying certifications.
- (j) Buy America requirements.
- (k) NEPA environmental review.
- (l) Single audit requirements.
- (m) Circular 9300.1A (Section 5809).
- (n) Circular 5010.1C (Grants Management).
- (o) Circular 4220.1E (Third-Party Contracting).
- (p) Circular 5333 (b) of the Federal Transit Statue.
- (q) Circular 5317 (New Freedom)

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Grant is withdrawn or recalled or if the Federal Grants is not appropriated for any reason. In the event the Federal Grant is closed, the Agency will reimburse LACMTA any funds paid the agency that are no longer available under the Federal Grant.

6.4 Should FTA or the Department of Labor (DOL) require amendments, revisions, deletions of, or additions to additions to the provisions contained within this Agreement, the Agency shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with FTA's and DOL's requirements.

7. REPORTING AND AUDIT REQUIREMENTS.

7.1 The Agency shall be subject to and shall comply with all applicable requirements of LACMTA, FTA and DOL regarding Project reporting and audit requirements. The Agency shall

use the assigned Federal Grant number (CA-57-X100-00) and MOU number (MOU
) on all correspondence.

7.2 The Agency shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Quarterly Narrative and Financial Report on Project Progress
- (b) Annual FTA Compliance Self-Certification
- (c) Maintenance records for all vehicles funded with these Federal Funds.
- (d) Other reports that may be required

7.3 LACMTA/FTA and/or their respective designees, in order to fulfill their respective responsibilities as grantee and as the designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. The Agency shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. The Agency shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use FAR standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.4 The Agency shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Federal Grant, whichever time period is greater.

7.5 The Agency shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of OMB Circular A-133. The Agency shall submit a copy of each single audit to LACMTA within 30 days of its completion.

8. FUNDS AVAILABILITY.

This Agreement will allow the LACMTA to pass along the Federal Funds from the Federal Grant to the Agency. The Funding Amount consists of Section 5317 Federal Funds and is subject to the terms and conditions of this Agreement, the Federal Grant, and the applicable requirements of LACMTA and FTA. This Agreement neither implies nor obligates any funding commitment by LACMTA for the Project. All funds are contingent upon federal appropriation and FTA's approval of a grant application. If a Letter of No Prejudice is issued by FTA, the Agency assumes all the risk of spending the Local Match early on the Project.

9. EXPENDITURE AND DISPOSITION OF FUNDS.

9.1 The expenditure and disposition of the funding amount by the Agency shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and FTA. The Agency shall not utilize the Funding Amount in any way or on any project other than that specified in this Agreement and the Federal Grant.

9.2 The programmed budget (the "Financial Plan") describing the Project and specifying the sources and amounts of funds used to pay for the Project is attached to this Agreement as Exhibit "B".

9.3 ~~ONLY FOR CONSTRUCTION PROJECTS~~ At the substantial completion of the Project, the Agency will submit to LACMTA a Notice of Substantial Completion when (1) the contractor has completed all of the work described in the Scope of Work, attached as Exhibit A (the "Work"), except punch list items, and (2) the Agency has ensured that the Work was performed in accordance with all applicable Project requirements. Within a reasonable time thereafter, the Agency and LACMTA will inspect the Work to ascertain substantial completion and to agree on the punch list. The Agency shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter LACMTA will inspect the Work. If accepted, the Agency shall obtain and submit to LACMTA releases from its contractors and subcontractors. Upon approval of the releases, LACMTA will release any retention and make final payment to the Agency. If the Work or releases are not accepted or approved by LACMTA, the Agency shall perform, or have its contractors perform, such acts as are necessary to obtain acceptance of the Work or releases.

~~ONLY FOR NON-CONSTRUCTION PROJECTS~~ At the substantial completion of the Project, the Agency will submit to LACMTA a Notice of Substantial Completion when (1) the Agency has completed all procurement(s) contained within the Scope of Work, attached as Exhibit A and (2) the Agency has ensured that the procurement(s) was/were performed in accordance with all applicable Project requirements. Within a reasonable time thereafter, the Agency and LACMTA will meet to conduct a site visit to verify that all vehicles/equipment have been received by the Agency; that the vehicles/equipment have been placed in service; that the provider(s) have been paid; and that the Agency's Project and/or Procurement files are in order, and to agree on a punch list. The Agency shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will meet with the Agency to re-inspect the procured item. If the procured item is not accepted or approved by LACMTA, the Agency shall perform such acts as are necessary to obtain acceptance of the procured item. Once LACMTA accepts the procured item, LACMTA will release any retention and make final payment to Agency.

9.4 The Agency shall be responsible for any and all cost overruns for the Project as specified in the grant application submitted by LACMTA. Further, the Agency shall be responsible for covering operating deficits through long-term stable and reliable sources of revenue and to maintain and operate the federally funded Project.

9.5 Upon completion of the Project described in the Scope of Work and disposition of the 10% retention, any unused Funding Amounts shall revert back to the FTA.

9.6 The Agency shall address all correspondence to the FTA regarding this Project through the LACMTA Project Manager.

9.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA CEO or his designee and an amendment to the Federal Grant evidencing the FTA's acceptance of such material change. The Agency shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that the Agency submits to LACMTA.

10. TIMELY USE OF FUNDS.

10.1 The Agency shall obligate the Funding amount programmed under this Agreement within two (2) years from the effective date of this Agreement unless otherwise stated in this Agreement.

10.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funding Amount is not provided as described in Section 10.1 of this Agreement, the Project will be reevaluated by LACMTA and the funding amount may be deobligated consistent with FTA requirements. In the event that the funding amount is deobligated, this Agreement shall automatically terminate.

11. DEFAULT.

A Default under this Agreement is defined as any one or more of the following: (i) the Agency fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) the Agency fails to perform satisfactorily or to make sufficient progress toward completion, or in breach of Section 9.7, makes a material change to the Scope of Work or the Financial Plan without LACMTA's and FTA's prior written consent or approval; or (iii) the Agency is in default of any other applicable requirements of LACMTA or the FTA.

12. REMEDIES.

12.1 In the event of a default by the Agency (as defined in Section 11), LACMTA shall provide written notice of such default to the Agency with a 30-day period to cure the default. In the event the Agency fails to cure the default, or commit to cure the default and commence the same within such 30 day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA :

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the funding amount to the Agency;
- (c) LACMTA may recover from the Agency any funds paid to the Agency after

- the default; and/or
(d) Any remedies the FTA may have under the Federal Grant.

12.2 Effective upon receipt of written notice of termination from LACMTA, the Agency shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

12.3 Subject to LACMTA's agreement to provide prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

13. SECTION 5333(b) REQUIREMENTS

13.1 For purposes of satisfying the requirements of Section 5333(b) of Title 49 of the U.S. Code (commonly known as Section 13c), the Agency shall certify its acceptance of the terms and conditions of all Capital Assistance Protective Arrangements, and any other Section 5333(b) protections certified by DOL as applicable to any federal funding received.

13.2 The Agency shall indemnify, defend and hold harmless LACMTA and its employees, officers and agents for any claims properly brought by mass transportation employees in the Agency's service area pursuant to the Special Warranty, or any other Section 5333(b) agreement, that may be filed against LACMTA and that arises from any or all of the Federal Grants awarded to LACMTA on behalf of the Agency for the Project.

14. TERMINATION

14.1 Notwithstanding the Term specified in Section 3 above, either the Agency or LACMTA may terminate its obligations hereunder at any time, without cause, prior to submittal of the grant application to FTA by providing not less than ten (10) calendar days advanced written notice of such intent to terminate to the other Party. The Agency and LACMTA may mutually terminate this Agreement with less than ten (10) days written notice if approved by both parties. Once LACMTA has submitted the grant application to FTA, the Agency shall have no rights, if applicable, to terminate this agreement as provided in this Section.

14.2 In the event of termination of this Agreement, LACMTA will immediately stop rendering services under this Agreement and will deliver to the Agency all data, reports, worksheets, and all such other information and materials as LACMTA may have accumulated in performing this Agreement.

15. OTHER TERMS AND CONDITIONS

15.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

15.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Agency under or in connection with any work performed by, and/or service provided by, the Agency, its officers, agents, employees, contractors and subcontractors under this Agreement or the Guidelines. The Agency shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) misuse of the Funding Amount by the Agency, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Agency obligations under this Agreement or the Federal Grant; or (iv) any act or omission of the Agency, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work as described in this Agreement.

15.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.5 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of LACMTA.

15.6 The Agency shall not assign this Agreement, or any part thereof, without written consent and prior approval of LACMTA Chief Executive Officer or his designee, and any

assignment without said consent shall be void and unenforceable. Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement that design and construction services be competitively procured, the Agency may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

15.9 Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address.

15.10 The Agency in the performance of the work required by this Agreement is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Roger Snoble
Chief Executive Officer

Date

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: _____
Deputy

Date

GRANTEE:

By: _____
General Manager, _____

Date

APPROVED AS TO FORM (OPTIONAL):

By: _____
General Counsel

Date

EXHIBIT A
SCOPE OF WORK
MOU. _____

SCOPE OF WORK

CAPITAL ASSISTANCE

_____ currently has five (5) accessible taxicabs for disabled persons needing taxicab service. In order to improve their response time and increase their capacity to serve disabled residents in the cities and unincorporated areas of _____, _____, shall use the grant funding for the purchase of six (6) ADA compliant taxi vehicles.

The total cost of the project is \$216,000. The Agency was granted \$172,800 to pay for the capital costs of purchasing six (6) ADA compliant taxi vehicles.

Awarded Funds are to be used to pay for activities related to the purchase of the vehicles, as allowed in Federal Transit Authority's (FTA) Circular 9045.1 for the New Freedom 49 U.S.C. 5317 funding source.

**EXHIBIT B
FINANCIAL PLAN
MOU. _____**

PROGRAM BUDGET

SCOPE

The work scope is for the purchase of six (6) accessible taxicab vehicles for disabled persons needing taxicab service in the cities and unincorporated areas of _____.

The total cost of the project is \$216, 000. The Agency was granted \$172,800 to pay for the capital costs of purchasing the vehicle.

| <u>ACTIVITY</u> | <u>FTA Amount</u> | <u>Local Match</u> |
|------------------------------------|--------------------------|---------------------------|
| CAPITAL ASSISTANCE (purchase Vans) | \$172,800 | \$43,200 |
| TOTALS: | \$172,800 | \$43,200 |

ESTIMATED NET PROJECT COST: \$216,000

FEDERAL SHARE: \$172,800

LOCAL MATCH: \$43,200

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

| <u>UZA ID</u> | <u>Funding Source</u> | <u>Amount</u> |
|----------------------|------------------------------|----------------------|
| 60020 | Section 5317 | \$216,000 |

LOCAL MATCH

The Agency shall use its own funds to match the New Freedom funds.

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF Community and Senior Services

DEPT'S. 325
No.

February 3 19 2009

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

Fiscal Year 2008-09

4 - VOTES

SOURCES:

USES:

✓ CS - Community and Senior Citizens Services
A01-CS-90-9001-26560
✓ Revenue - \$150,000 *Federal-Other*
✓ Increase Revenue

✓ CS - Community and Senior Citizens Services
A01-CS-2000-26560
✓ Services and Supplies - \$150,000
✓ Increase Appropriation

Sources Total: \$150,000

Uses Total: \$150,000

JUSTIFICATIONS:

This adjustment will allow our department to hire a consultant to conduct a feasibility study and develop an implementation plan for providing transportation related services for disabled frail elderly, and low income individuals who are seeking to integrate back into the workforce.

CHIEF ADMINISTRATIVE OFFICER'S REPORT

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#14

FEB 10 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

19

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

No. 106

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Community and Senior Services

Grant Project Title and Description

Federal Transit Administration Section 5317 New Freedom Program Grant - \$150,000 Grant distributed via Los Angeles County Metropolitan Transportation Authority (MTA) will cover the costs of preparing a feasibility study and long range plan for transportation services for disabled, frail elderly, and low-income qualified individuals.

Funding Agency

Federal Transit
Administration

Program (Fed. Grant #/State Bill or Code #)

Section 5317 New Freedom Program

Grant Acceptance Deadline

Total Amount of Grant Funding: \$150,000

County Match: 0

Grant Period: 12 Months

Begin Date: 3/01/2009

End Date: 02/28/2010

Number of Personnel Hired Under This Grant: 0

Full Time: 0

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☐ No ☒

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☐ No ☒

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a.) Absorb the program cost without reducing other services Yes ☐ No ☒

b.) Identify other revenue sources (describe below)

Yes ☐ No ☒

c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☐ No ☒

Impact of additional personnel on existing space:

Does not apply to this grant.

Other requirements not mentioned above: None

Department Head Signature
Date: 1/29/09

Cynthia D Banks